

Exhibit A

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK
4

5
6 CONSIST SOFTWARE SOLUTIONS, INC.,

7
8
9 Plaintiff,

10
11 vs.

12 SOFTWARE AG, INC. and SOFTWARE AG

13 Defendant.
14

15
16 November 5, 2007

17 10:14 a.m.

18
19 H I G H L Y C O N F I D E N T I A L
20 ATTORNEYS' EYES ONLY
21

22 Deposition of NATALIO S. FRIDMAN, held
23 at the offices of Baker & McKenzie, 1114
24 Avenue of the Americas, New York, New York
25 10036, before David Henry, a Certified
Shorthand Reporter and Notary Public of the
State of New York.

HIGHLY CONFIDENTIAL

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 2 and at that time was not material either.
 3 And to avoid misunderstanding for the
 4 future, because we cannot afford to have
 5 misunderstanding with a partner, we do the
 6 reporting of the client. And this was
 7 1995, okay, that was signed after 1995,
 8 after start date, you know.
 9 **Q. Sir, just to clarify the record,**
 10 **you say in your testimony, quote, because**
 11 **we cannot afford to have misunderstanding**
 12 **with a partner, we do the reporting of the**
 13 **client. End of quote from your transcript.**
 14 **A. When was that, now?**
 15 **Q. Just now.**
 16 **A. No, because the reporting, they**
 17 **say was incomplete, the reporting.**
 18 **Q. Yes.**
 19 **A. So we took out all reporting in**
 20 **the contract.**
 21 **Q. In which contract, sir?**
 22 **A. The contract, 1995, you know,**
 23 **further on.**
 24 **Q. I refer you to -- let's look at**
 25 **Exhibit number 4 then. And I would direct**

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 2 **A. Yes.**
 3 **Q. Did you ever tell anyone at SAG,**
 4 **and that includes SAGA, in sum or substance**
 5 **that the 98 agreement was an evergreen**
 6 **contract, terminable only at limited times**
 7 **for specific reasons with detailed notice**
 8 **requirements?**
 9 **A. Again, please.**
 10 **Q. I'd be happy to. Did you ever**
 11 **tell anyone at SAG, and that includes SAGA,**
 12 **in sum or substance that the '98 agreement**
 13 **was an evergreen contract, terminable only**
 14 **at limited times for specific reasons with**
 15 **detailed notice requirements?**
 16 **A. Not for the purpose.**
 17 **Q. You did not for a purpose, is**
 18 **that correct?**
 19 **A. I don't for a purpose. The**
 20 **purpose was first of all I was thinking to**
 21 **make, to work together, always thinking in**
 22 **partnership. Remember we're working with**
 23 **Software AG, C19, the exclusive**
 24 **distributor, C1975. Our name is very, very**
 25 **related to their name, so I didn't want to**

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 2 **you to paragraph on page 3, paragraph 5,**
 3 **subparagraph 3. Exhibit 4, sir, Exhibit**
 4 **4. The 95 agreement.**
 5 **A. Yes, Exhibit 4.**
 6 **Q. Would you please direct yourself**
 7 **to paragraph 5, subparagraph 3 on page 3.**
 8 **And tell me when you get there.**
 9 **A. I have it.**
 10 **Q. All right, and would you look at**
 11 **the second paragraph under subparagraph 3,**
 12 **please. And I ask you the following**
 13 **question. Does that not reflect your**
 14 **recollection that in fact under the 95**
 15 **agreement Consist had a reporting**
 16 **requirement?**
 17 **A. Okay, I don't recall that. Maybe**
 18 **if this is the case, we did it, okay? I**
 19 **don't recall that.**
 20 (Recess taken.)
 21 FURTHER EXAMINATION BY MR. JACOBS:
 22 **Q. Mr. Fridman, before the break we**
 23 **were talking about the 98 agreement being**
 24 **an evergreen agreement. Do you recall**
 25 **that?**

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 2 have any -- sue, any legal things, so I
 3 want to make agreement with them, okay? I
 4 want to agree in substance, okay? That's
 5 all. So I never told them, for this reason
 6 and for the other reason I don't have to
 7 told them. Our company is very, very
 8 connected with Software AG in the
 9 territory, over now 35 years already.
 10 **Q. Have you personally ever entered**
 11 **into other software distribution agreements**
 12 **with companies other than SAG?**
 13 **A. Yes.**
 14 **Q. How many?**
 15 **A. A few. And all of them, they**
 16 **have similar conditions. I copy from**
 17 **Software AG, singular.**
 18 **Q. And in your view, all those other**
 19 **agreements are evergreen?**
 20 **A. No. There is not a relationship**
 21 **with them so much, you know? Because with**
 22 **Software AG, our name was very related to**
 23 **them. The other one, maybe I don't know**
 24 **if, we like to be with them afterwards.**
 25 **Q. So when you say the agreements**